

August 2025

NOTICE OF REQUEST FOR PROPOSAL (RFP)
for

**Generator Maintenance & Related Services
(2026 - 2027 Contract)**

Proposal Deadline: **Tuesday September 30, 2025 @ 4 pm**

Designated Contact: **Lauren Monaghan, P.E.**
Deputy Executive Director
LCWSA
Phone: (585) 346-3523
Email: lmonaghan@lcwsa.us

August 2025

RFP for:
Generator Maintenance & Related Services
(2026 - 2027 Contract)

INTRODUCTION

Livingston County Water & Sewer Authority (LCWSA) is soliciting proposals from qualified contractors to perform the following work:

- Perform preventive services on various LCWSA generators.
- Provide additional/emergency services, on an as-needed basis.

If you wish to undertake any part of this work for the LCWSA in 2026 or 2027, a proposal must be submitted. It is understood that a contractor may choose not to provide a proposal for some parts of the work; however, if a contractor elects to participate in any portion of the work, a proposal must be submitted for that part of the work.

AWARD

To maximize flexibility and ensure that work is completed in a timely manner, LCWSA intends to compile a list of multiple contractors who are willing to complete the above referenced work. This information will be presented in matrix format, based on the price proposals submitted by the various contractors.

For scheduled preventive maintenance services, LCWSA will email the contractor with the lowest bid to verify if they are interested in completing the specific work. If the contractor is interested in completing the work, they will need to respond within 24 hours. If there is no response, LCWSA will proceed with contacting the second low bidder, etc.

For emergency services, the same process as described above will be followed, except LCWSA will contact the lowest bidder by phone and the contractor will need to respond within 4 hours if they are interested in performing the work.

By submitting a price proposal, the Contractor is committing to hold his/her pricing on 2026 services until December 31, 2026, and for 2027 services until December 31, 2027.

Contractors are not obligated to hold their pricing beyond December 31, 2027.

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ATTACHMENTS

1. Exhibit A – Generator and Transfer Switch Preventive Maintenance Scope of Work
2. Exhibit B –LCWSA Equipment Report: List of Generators
3. Price Proposal Sheets (2 pages total) *
4. Standard Contract Requirements (Appendix A, Appendix B, Appendix C) *
5. Livingston County Water & Sewer Authority Compliance with NYS Finance Law Section 139-j and 139-k (“Lobbying Law”) *

** Contractor shall fill in and sign these documents and submit to LCWSA as his/her completed proposal*

SECTION 1.0 REQUIREMENTS AND QUALIFICATIONS

The Contractor shall be prepared and trained to follow and know all electrical code, OSHA requirements, and other applicable rules.

The Contractor’s service technicians shall be certified in accordance with the National Electric Code NEC70E – Electrical Safety 70E.

The Contractor shall have a minimum of five (5) years of experience maintaining generator systems like those identified in this RFP.

The Contractor shall be a qualified generator service provider with a full understanding of all generator standards and regulations of this work.

The Contractor must have a 24-hour emergency service line and be able to guarantee a minimum of a 2-hour response time from time of call to arrival on site.

The Contractor shall have insurance per specifications attached.

It shall be the responsibility of the Contractor to examine and thoroughly read all specifications, as well as become informed and familiar with the nature and extent of all divisions of work necessary to perform the services in full.

The Contractor shall not allow any visitors or animals to accompany their employees while at the premises. The Contractor shall not bring any client on premises without the LCWSA’s prior written approval.

The Contractor will not introduce any procedure, equipment, or products that might increase or tend to increase the risk of fire or create an environment that might be dangerous to the premises or any of its occupants, nor violate any applicable laws, rules, codes, or regulations.

The Contractor shall not post any signs, advertisements, or notices at the premises without prior written approval from LCWSA.

SECTION 2.0

SCOPE OF WORK

2.1 Preventive Maintenance Tasks

- A detailed generator and transfer switch preventative maintenance task list is included as Exhibit A. These tasks should be completed once for each generator site.
- A list of Generators scheduled to be serviced has been included as Exhibit B. The units are a combination of Kohler and Onan generators, and their locations are noted in the spreadsheet.
- The Contractor shall complete the Generator and Transfer Switch Preventive Forms included in Exhibit C for each service location.
- All service visits shall be coordinated to jointly test the performance of the emergency power generation system. These tests shall be performed during normal business hours. Frequency modulation shall be adjusted if warranted.
- Contractor shall notify LCWSA at least 2 weeks prior to commencement of service. All maintenance for each generator shall be completed on the initial day of service for said generator. No generator should be left out of service overnight.
- Contractor shall keep the premises free from accumulation of materials or rubbish caused by its operations. At the completion of the services, Contractor shall remove all waste materials and rubbish from and about the premises, as well as all tools, construction equipment, machinery, and surplus materials.
- All electrical equipment and components will be UL approved. Under no circumstances will Contractor use gasoline or propane-powered equipment inside the premises.
- All parts, filters, oil, etc. shall be provided by the Contractor.

2.2 Additional Services/Emergency Services (As-Needed Basis)

- Service records – If called out to provide additional services or emergency services, Contractor shall maintain appropriate records of the service, including dates, supervisor's initials and description of all tasks performed. This information shall be submitted to LCWSA with invoice for payment.
- All electrical equipment and components will be UL approved. Under no circumstances will Contractor use gasoline or propane-powered equipment inside the premises.
- Contractor shall be paid for additional services or emergency services, in accordance with the hourly rate identified in the Price Proposal. Contractor shall bill separately for materials used, and other miscellaneous expenses (mileage, etc.).

SECTION 3.0

MWBE & SDVOB PARTICIPATION

LCWSA is committed to maximizing minority and women business enterprise (MWBE) and service-disabled veteran- owned business (SDVOB) contracting opportunities, in accordance with Article 15-A and Article 17-B of NYS Executive Law. NYS MWBE and SDVOB certified firms are encouraged to respond to this RFP.

SECTION 6.0 SUBMISSION OF PROPOSALS

A complete proposal shall consist of the following:

- Price Proposal Sheets (2 pages total)
- Standard Contract Requirements (Appendix A, Appendix B, Appendix C)
- Livingston County Water & Sewer Authority Compliance with NYS Finance Law Section 139-j and 139-k (“Lobbying Law”)

Deadline for submission of proposals is Friday- **September 30, 2025 @ 4:00 p.m.**

Proposals can be e-mailed to Lauren Monaghan (Deputy Executive Director) @ lmonaghan@lcwsa.us or they can be mailed to the address below.

Livingston County Water & Sewer Authority
Attn: Lauren Monaghan, Deputy Executive Director
1997 D’Angelo Drive
PO Box 396
Lakeville, NY 14480

Late submittals will not be considered.

All questions regarding this RFP shall be directed to the Designated Contact, identified above.

GENERATOR AND TRANSFER SWITCH PREVENTIVE MAINTENANCE TASK LIST

Annual Maintenance Items
Change oil filters and water separator elements
Change primary and secondary fuel filters
Change engine oil
Legally and professionally dispose of waste oil and filters
Lubricate fan drive with OEM bearing lubricant for high-speed applications and temperatures: -30-degree F to 325-degree F
Replace inlet filter for day tank

Cooling System Annual Maintenance Items
Analyze coolant for proper antifreeze percentage and change antifreeze if necessary.
Analyze coolant conditioner level and add additional supplemental coolant additive as needed (up to 2 quarts)
Tighten hose clamps as needed
Inspect pulleys for excessive wear
Visual inspection of radiator/heater exchanger for leaks, damage, and obstruction
Add coolant (up to 1 gallons) to bring the coolant to correct level
Inspect condition of radiator cap, gasket, and sealing surface
Visual inspection of water pump and cooling system gaskets for leaks
Inspect belts for cracking and fraying
Check jacket water heater(s) for proper operation and adjust thermostat setting as needed
Check belt tension
Inspect flexible water connections for cracking, leaks and pliability

Lubrication System Annual Maintenance Items
Clean crankcase breather, inspect hose and connections
Take oil sample for analysis provide report (after operational checks)
Change oil and add crankcase oil (up to 1 gallons) to bring the oil to correct level
Inspect oil heater for proper operation and leaks
Check for excessive crankcase blow-by with engine running
Visual inspection of front and rear crankshaft seals and lubrication system gaskets for leaks

Fuel System Annual Maintenance Items
Drain water and sediment from day tank (if accessible)
Test day tank alarms
Inspection of steel fuel lines for cracks, leaks and proper line bracket support
Inspect flexible fuel lines for cracking, leaks and pliability
Test day tank pump for proper operation and level
Operate fuel priming pump and check for proper operation and leaks
Drain water from water separator
Check fuel system for leaks
Check governor oil level and add oil as needed
Record fuel level in main fuel tank

Starting System Annual Maintenance Items
Test and record batter cells' electrolyte specific gravity
Check and record battery voltage dip level during overcrank test for minimum voltage required to maintain controls during start-up
Clean and apply corrosion inhibitor to the terminals of lead acid batteries as needed
Tighten battery cable connections as needed
Inspect and tighten starter motor(s), connections and wiring
Top off electrolyte level
Check and record battery charger amperage and cranking voltage
Check battery charger and adjust float rate for optimum batter performance and life
Check and record alternator for proper charge rate with engine running
Check for proper cranking termination upon starting

Exhaust System Annual Maintenance Items
Inspect flexible exhaust coupling for cracks and excessive leakage
Check for abnormal exhaust characteristics with engine running (signs of wet stacking)
Inspect exterior of exhaust manifolds for oil/fuel slobbering (signs of wet stacking)
Inspect exhaust rain protection and exhaust outlet screening
Drain water in exhaust moisture traps
Inspect exhaust manifold(s) for broken or missing hardware

Air Intake System Annual Maintenance Items
Inspection of air cleaner seal for pliability and sealing
Inspection of turbocharger for excessive end play clearance (if accessible) and seal leakage
Inspect air filters for plugging and deterioration
Test air cleaner indicator
Check all air intake piping for damage and loose connections

Operational Annual Maintenance Items
Make walk around inspection of complete installation
Cold start engine
Record amps, volts, oil pressure, water temp, fuel pressure, frequency and KW output
Inspect generator set vibration isolators
Check for unit on-line capability in less than 10 seconds
Check for abnormal noise or vibration
Re-check oil level with post operational inspection
Re-check for leaks with engine running
Check for proper operation of remote fan motors, thermostats, circulation pumps and solenoid valves
Check inlet and discharge louvers for proper operation with engine running and stopped

Generator and Regulator Annual Maintenance Items
Check rotor air for correct clearance
Inspection of rotor and stator for damage and excessive oil or dirt build-up
Inspection of coupling and guards for loose or missing parts
Check tightness of generator leads and voltage regulator control wiring
Inspect brushes and slip rings or rotating rectifier
Clean and adjust voltage drop potentiometer
Inspect exciter field

Completion of Services Annual Maintenance Items
Reset all controls to automatic
Set circuit breaker to correct position
Check fuel valves for correct position
Check voltage regulator is ON and NOT tripped
Check battery charger is ON
Check day tank controls are ON
Louver controls are ON
Jacket water heater(s) are ON
Remote radiator fan controls are ON
Auxiliary water pump controls are ON

Control Panel Annual Maintenance Items
Change batteries in the transfer switch – LCWSA will provide batteries.
Check for and tighten loose terminals on the generator set and the generator control panel
Check tightness of relays in the generator control panel
Inspect for excessive dirt accumulation and clean as needed
Test auto-start system
Test safeties and pre-alarms on control and annunciator panels
Operational check of safety devices and illumination of safety lamps
Check proper operation of engine and generator instruments with generator running
Adjust governor control for optimum performance and frequency
Adjust voltage regulator for proper voltage
Verify operation of exerciser switch/timer if equipped

**LIVINGSTON COUNTY
WATER AND SEWER AUTHORITY**

GENERATOR INVENTORY

LAST UPDATE 8/2025

Water / Sewer	LOCATION	ADDRESS	TOWN	FUEL TYPE	KW	Preventive Maintenance Due
Water Tank	WATER TANK SLIKER	Sliker Hill Rd 6022	Conesus	Natural gas	60	Feb-2026
Sewer Pump Station	C4 EAST LAKE CONESUS	6170 East Lake Rd	Conesus	Natural Gas	25	Dec-2026
Sewer Pump Station	C3 MILL ST CONESUS	6265 Mill Street	Conesus	Natural gas	40	Dec-2026
Sewer Pump Station	C2 NORTH ST CONESUS	6295 North Street	Conesus	Natural gas	40	Dec-2026
Sewer Pump Station	C1 RICKY GREENE PARK CONESUS	6042 South Livonia R	Conesus	Natural gas	25	Dec-2026
Sewer Plant & SPS	GROVELAND STATION PLANT	7458 Groveland Station Rd	Groveland	Natural gas	60	Dec-2026
Sewer Pump Station	ADAMS RD HEMLOCK	7011 Adams Rd	Livonia	Propane	35	Dec-2026
Sewer Pump Station	CLAY HEMLOCK	4534 Clay Rd	Livonia	Propane	35	Dec-2026
Sewer Pump Station	MAIN ST HEMLOCK	4776 Main Street	Livonia	Propane	20	Dec-2026
Sewer Pump Station	PLEASANT ST HEMLOCK	7443 Pleasant St	Livonia	Propane	20	Dec-2026
Sewer Pump Station	LIVONIA CENTER	6752 Richmond Mills Rd	Livonia	Propane	50	Dec-2026
Sewer Pump Station	BRIAN'S DINER LEICESTER	5520 Mt Morris Rd	Leicester	Natural gas	35	Dec-2026
Sewer Pump Station	SENECA FOODS LEICESTER	5745 River Rd	Leicester	propane	35	Dec-2026
Water Pump Station	HEMLOCK	7650 Big Tree Rd	Livonia	Diesel	355	Dec-2026
Water Tank	GROVEWLAND LOWER WATER TANK	7305 Groveland Hill Rd	Groveland	Natural gas	35	Dec-2026
Sewer Pump Station	SLOAN	2861 Lakeville Rd (Rt. 15)	Avon	Propane (Wisconsin Engine)		Dec-2026
Sewer Pump Station	PEASE	2851 Lakeville Rd (Rt. 15/Rochester Rd)	Livonia	Propane (Wisconsin Engine)		Dec-2026
Sewer Pump Station	STEELE	1450 West Henrietta Rd (Rt. 15)	Avon	Propane (Wisconsin Engine)		Dec-2026
Sewer Pump Station	SHAKER	3229 Mt. Morris-Geneseo Rd (Rt. 408)	Mt. Morris	Propane (Wisconsin Engine)		Dec-2026
Sewer Pump Station	CIPRIANO	3098 Mt. Morris-Geneseo Rd (Rt. 408)	Mt. Morris	Propane (Wisconsin Engine)		Dec-2026
W/S	PORTABLE #2	1997 D'angelo Drive	Livonia	Diesel	80	Dec-2027
W/S	PORTABLE #3	1997 D'angelo Drive	Livonia	Diesel	35	Dec-2027
W/S	PORTABLE #1	1997 D'angelo Drive	Livonia	Diesel	15	Dec-2027
Sewer Plant	LAKEVILLE SEWER PLANT YARD	1997 D'angelo Drive	Livonia	Diesel	300	Dec-2027
Sewer Pump Station	3W CONESUS LAKE STATION	5945 Calvin Lane	Groveland	Natural gas	20	Dec-2027
Sewer Pump Station	8E CONESUS LAKE STATION	4820 East Lake Rd	Livonia	Natural gas	35	Dec-2027
Sewer Pump Station	4E CONESUS LAKE STATION	5506 East Lake Rd	Conesus	Natural gas	35	Dec-2027
Sewer Pump Station	3E CONESUS LAKE STATION	5650 East Lake Rd	Conesus	Natural gas	35	Dec-2027
Sewer Pump Station	2E CONESUS LAKE STATION	5926 East Lake Rd	Conesus	Natural gas	35	Dec-2027
Sewer Pump Station	14W CONESUS LAKE STATION	3881 Grayshores Rd	Livonia	Natural gas	40	Dec-2027
Sewer Pump Station	13W CONESUS LAKE STATION	4007 Graywood Ctr	Livonia	Natural gas	40	Dec-2027
Sewer Pump Station	7E CONESUS LAKE STATION	5765 McPhersons Pt	Livonia	Natural gas	40	Dec-2027
Sewer Pump Station	9W CONESUS LAKE STATION	5346 North Point Dr	Geneseo	Propane	35	Dec-2027
Sewer Pump Station	1W CONESUS LAKE STATION	5650 South Cove Ln	Groveland	Natural gas	20	Dec-2027
Sewer Pump Station	8W CONESUS LAKE STATION	5113 West Lake Rd	Geneseo	Natural gas	35	Dec-2027
Sewer Pump Station	2W CONESUS LAKE STATION	6019 West Lake Rd	Groveland	Natural gas	35	Dec-2027
Sewer Pump Station	12W CONESUS LAKE STATION	4257 West Lake Rd	Geneseo	Natural gas	60	Dec-2027
Sewer Pump Station	10W CONESUS LAKE STATION	4637 Westwood Dr	Geneseo	Propane	35	Dec-2027
Water Plant	WATER FILTRATION PLANT	7712 Kellogg Rd	Springwater	Diesel	50	Dec-2027
Sewer Plant	WASTEWATER TREATMENT PLANT	7737 Kellogg Rd	Springwater	Diesel	60	Dec-2027

LCWSA

RFP for:

Generator Maintenance & Related Services (2026-2027 Contract)

PAGE 1 OF 2

PRICE PROPOSAL FOR: Full Service Preventive Generator Maintenance

CONTRACTOR: _____

Address: _____

Submitted by: _____

Authorized Signature: _____

Telephone Number: _____

Email: _____

Date: _____

Item Description	Qty	Unit	Price
2026: Full Service Preventive Generator Maintenance on 20 Generators at various locations (see Generator Inventory List)	1	LS	\$ _____
2027: Full Service Preventive Generator Maintenance on 20 Generators at various locations (see Generator Inventory List)	1	LS	\$ _____

RFP for: Generator Maintenance & Related Services (2026 -2027 Contract)

PRICE PROPOSAL FOR: Additional Services/Emergency Services (As-Needed Basis)**CONTRACTOR:****Address:****Submitted by:****Authorized Signature:****Telephone Number:****Email:****Date:**

LABOR ⁽¹⁾	HOURLY RATE	
	2026	2027 ⁽²⁾
MONDAY - FRIDAY (7:30 AM - 3:30 PM)	\$	\$
MONDAY - FRIDAY (AFTER HOURS)	\$	\$
SATURDAY	\$	\$
SUNDAY	\$	\$
HOLIDAYS	\$	\$

⁽¹⁾ Contractor shall bill separately for materials used, and other miscellaneous expenses (mileage, etc.).

⁽²⁾ LCWSA reserves the right to extend additional services/emergency services portion of contract through end of 2027.

Standard Contract Requirements

APPENDIX A

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter “the contract” or “this contract”) agree to be bound by the following clauses which are hereby made a part of the contract. The word “Contractor” herein refers to any party to the contract, other than the Livingston County Water & Sewer Authority (herein after “Authority”).

1. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 109 of the **General Municipal Law**, this contract may not be assigned by the contractor or its right, title or interest there in assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the Authority and any attempts to assign the contract without the Authority's written consent are null and void.
2. **WORKER'S COMPENSATION BENEFITS.** In accordance with Section 108 of the **General Municipal Law**, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the **Workers' Compensation Law**.
3. **NON-DISCRIMINATION REQUIREMENTS.** In accordance with Article 15 of the **Executive Law** (also known as the **Human Rights Law**) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the **Labor Law**, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the **Labor Law**, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
4. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the **Labor Law** or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statute, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.
5. **NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with Section 103-d of the **General Municipal Law**, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the Authority a non-collusive bidding certification on

Contractor's behalf.

6. **SET-OFF RIGHTS.** The Authority shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, the Authority's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the Authority with regard to this contract.
7. **RECORD-KEEPING REQUIREMENT.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract for a period of six (6) years following final payment or the termination of this contract, whichever is later, and any extensions thereto. The Authority Treasurer or Authority Executive Director or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to such books, records, documents, accounts and other evidential material during the contract term, extensions thereof and said six (6) year period thereafter for the purposes of inspection, auditing and copying. "Termination of this contract", as used in this clause 10, shall mean the later of completion of the work of the contract or the end date of the term stated in the contract.
8. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.
9. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
10. **NO ARBITRATION AND SERVICE OF PROCESS.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York. All actions shall be venued in Livingston County. Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested.
11. **BUDGETED FUNDS.** This contract is executory only to the extent of funds available and the Authority shall incur no liability beyond the funds appropriated therefore.
12. **APPROVAL OF AUTHORITY BOARD.** This contract is subject to and conditioned upon approval by the Livingston County Water and Sewer Authority Board.
13. **INCORPORATION.** The main contract contains a paragraph incorporating the terms of this appendix by reference and the parties herein have further signed and dated this appendix.

Livingston Co Water & Sewer Authority

Contractor
(Signature of Authorized Official Required)

Standard Contract Requirements
APPENDIX B

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the Livingston County Water & Sewer Authority (herein after "Authority").

- I. The Authority shall have the right to postpone, suspend, abandon or terminate this contract, and such actions shall in no event be deemed a breach of contract. In the event of any termination, postponement, delay, suspension or abandonment, the Contractor shall deliver to the Authority all data, reports, plans, or other documentation related to the performance of this contract, including but not limited to guarantees, warranties, as-build plans and shop drawings. In any of these events, the Authority shall make settlement with the Contractor upon an equitable basis as determined by the Authority which shall fix the value of the work which was performed by the Contractor prior to the postponement, suspension, abandonment or termination of this contract. This clause shall not apply to this contract if the contract contains other provisions, exclusive of the termination date, applicable to postponement, suspension or termination of the contract.
- II. The Contractor agrees that it will indemnify and save harmless the Authority from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against it by reason of and to the extent of any negligent omission or act of the contractor, its agents, employees, or subcontractors in the performance of this contract. This indemnification shall include all costs and disbursements incurred by the Authority in defending any suit, including attorneys' fees. Furthermore, at the option of the Authority, the Contractor shall provide defense for and defend all claims, demands and causes of action referred to above, and bear all other costs and expenses related thereto. The Contractor shall not be required to indemnify the Authority for any damage or loss arising out of the negligence or willful misconduct of the Authority, its agents or employees.
- III.
 - A. The Contractor warrants that to the best of the contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the Authority.
 - B. An organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, either result in an unfair competitive advantage to the Contractor or impair the Contractor's objectivity in performing the work for the Authority.
 - C. The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the contractor will make a full disclosure in writing to the Authority. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Authority, to avoid, mitigate, or minimize the actual or potential conflict.
 - D. Remedies - The Authority may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware, or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Authority, the Authority may terminate the contract, or pursue such other remedies as may be permitted by the law or this contract. The terms of Clause I of this Appendix B or other applicable contract provision regarding termination shall apply to termination by the Authority pursuant to this clause.
 - E. The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform to the language of this clause.
- IV. All requests for payment by the Contractor must be submitted on forms supplied and approved by the

Authority. Each payment request must contain such items of information and supporting documentation as required by the Authority, and shall be all inclusive for the period of time covered by the payment request.

- V. To the extent that federal funds are provided to the Contractor under this contract, the Contractor agrees that it will comply with all applicable federal laws and regulations, including but not limited to those laws and regulations under which the Federal funds were authorized.

The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform substantially to the language of this clause, including this paragraph.

- VI. The Contractor shall have the status of an independent contractor, and in accordance with such status, agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out as, nor claim to be, an officer or employee of the Authority by reason of this contract. It further agrees that it will not make against the Authority any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Authority, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.
- VII. In the event of a conflict between the terms between this Appendix B and the terms of the Contract (including any and all attachments thereto and amendments thereof, but not including Appendix A), the terms of this Appendix B shall control. In the event of a conflict between the terms of this Appendix B and Appendix A, the terms of Appendix A shall control.
- VIII. The main contract shall contain a paragraph incorporating the terms of this appendix by reference and the parties therein shall further sign and date this appendix.

Livingston County Water & Sewer Authority

Contractor
(Signature of Authorized Official Required)

STANDARD CONTRACT INSURANCE REQUIREMENTS APPENDIX C

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor/permittee hereby agrees to effectuate the naming of the Livingston County Water & Sewer Authority as an unrestricted additional insured on the contractor's/permittee's insurance policies, with the exception of workers' compensation and professional errors and omissions. **The Contractor/permittee must provide an additional insured endorsement.** A statement on the contractor/permittee's insurance certificate that the Authority is an additional insured is **not** sufficient. The form of the additional insured endorsement must be approved by the Authority attorney.
- II. The policy naming the Authority as an additional insured shall:
- be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer;
 - contain a 30 day notice of cancellation;
 - state that the organization's coverage shall be primary coverage for the Authority, its Board, employees and volunteers. Any insurance or self-insurance as maintained by the Authority shall be in excess of the contractors insurance, and shall not contribute with it.
- III. The contractor/permittee agrees to indemnify the Authority for any applicable deductibles or self insurance reserves.
- IV. Required Insurance:
- **Commercial General Liability Insurance**
\$1,000,000 per occurrence/ \$2,000,000 aggregate per project.
 - **Automobile Liability**
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - **Workers' Compensation**
Statutory Workers' Compensation and Employers' Liability Insurance for all employees.
 - **Owners Contractors Protective Insurance (Generally required only for construction contracts. Contact the Authority Attorney for determination of necessity.)**
\$1,000,000 per occurrence/\$2,000,000 aggregate, with the Authority as the named insured.
 - **Professional Errors and Omissions Insurance (If professional service contract)**
\$1,000,000 per occurrence/ \$2,000,000 aggregate for the negligent professional acts of the contractor.
- V. The contractor/permittee is to provide the Authority with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. Contractor/permittee shall provide the Authority with a copy of any notice of cancellation or notice of change in the terms of insurance within two (2) days of Contractor/permittee's receipt of such notice from their insurance carrier or agent. Furthermore, Contractor/permittee shall provide the Authority with confirmation from their insurance carrier or agent that insurance as required by this Appendix C is still in full force and effect every three months that this contract is in effect. Such notice shall be mailed to the LCWSA, PO Box 396, Lakeville, NY 14480, and shall include the date and subject matter of the original contract. Contractor/permittee acknowledges that failure to obtain such insurance on behalf of the Authority, or the failure to provide such notices, constitutes a material breach of contract and subjects it to liability for damages, indemnification and

all other legal remedies available to the Authority, including termination of the contract. The failure of the Authority to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the Authority.

- VI. If at any time any of the policies required herein shall be or become unsatisfactory to the Authority, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Authority, the contractor shall upon notice to that effect from the Authority, promptly obtain approval and submit a certificate thereof. Upon failure of the contractor to furnish, deliver, and maintain such insurance, the Agreement, at the election of the Authority, may be declared suspended, discontinued or terminated. Failure of the contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the contractor concerning indemnification. All property losses shall be made payable to and adjusted with the Authority.

In the event that claims, for which the Authority may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess or such claims or any portion thereof, may be withheld from payment due or to become due the contractor until such time as the contractor shall furnish such additional security covering such claims in form satisfactory to the Authority.

The Authority reserves the right to require complete certified copies of all required insurance policies, at any time, which shall be delivered to the Authority within ten days of such request.

VII. ADDITIONAL INSURED ENDORSEMENT AND CERTIFICATE OF INSURANCE:

The contractor/permittee shall file with the Authority Executive Director prior to commencing work under this contract, an additional insured endorsement and a Certificate of Insurance, which shall include:

- a. Name and address of insured
- b. Issue date of certificate
- c. Insurance company name
- d. Type of coverage in effect
- e. Policy number
- f. Inception and expiration dates of policies included on certificate
- g. Limits of liability for all policies included on certificate.
- h. Certificate holder shall be Livingston County Water & Sewer Authority, 1997 D'Angelo Drive, PO Box 396, Lakeville, New York 14480.
- i. Description of contract for which insurance is being provided.
- j. Insurance agent's name, address and phone number.

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Contractor
(Signature of Authorized Official Required)

Date

LIVINGSTON COUNTY WATER & SEWER AUTHORITY

Compliance with
NYS Finance Law
Section 139-j and 139-k
("Lobbying Law")

Revised November, 2022

**COMPLIANCE WITH
NYS STATE FINANCE LAW §§139-j AND 139-k**

NEW YORK STATE'S STATE FINANCE LAW SECTIONS 139-J AND 139-K

All procurements by the Authority in excess of \$15,000 annually, are subject to New York State's State Finance Law Sections 139-j and 139-k ("Lobbying Law").

Pursuant to the Lobbying Law, all "contacts" (defined as any oral, written or electronic communications with the Authority under circumstances where a reasonable person would infer that the communication was intended to influence the Authority's conduct or decision regarding a procurement) during the "restricted period" of procurement (defined as the period of time commencing with written notice advertisement or solicitation of a request for proposal, invitation for bids or solicitation of proposals and ending with the final contract award and approval by the Authority) must be made with the Designated Point of Contact only. Exceptions to this rule include:

- Submission of written proposals in response to a request for proposals, invitations for bids or any other method for soliciting a response from offerers intending to result in a procurement contract;
- Submission of written questions (by a method set forth in the request for proposals, invitation to bid or other method for soliciting a response from offerers intending to result in a procurement contract), when all written questions and responses are to be disseminated to all offerers who have expressed an interest in the request for proposals, invitation for bids, or other method for soliciting a response from offerers intending to result in a procurement contract;
- Participation in a demonstration, conference or other means for exchange of information in a setting open to all potential bidders (as provided for in the request for proposals, invitation for bids, or other method for soliciting a response from offerers intending to result in a procurement contract);
- Complaints by an offerer regarding the failure of the person or persons designated by the Authority pursuant to NYS Finance Law Section 139-j, to respond in a timely manner to authorized offerer contacts, made in writing to the office of general counsel of the Authority, provided that any such written complaints shall become a part of the procurement record;
- Offerers who have been tentatively awarded a contract and are engaged in communications with the Authority solely for the purpose of negotiating the terms of the procurement contract after being notified of tentative award;
- Contacts between designated Authority staff and an offerer to request the review of a procurement contract award;
- Contacts by offerers in protests, appeals or other review proceedings (including the apparent successful bidder or proposer and his or her representatives) before the Authority seeking a final administrative determination, or in a subsequent judicial proceeding; or

- Complaints of alleged improper conduct by the Authority to the Attorney General, Inspector General, District Attorney, or court of competent jurisdiction; or
- Protests, appeals or complaints to the State Comptroller's Office during the process of contract approval, where the State Comptroller's approval is required, provided that the State Comptroller shall make a record of such communications and any response thereto which shall be entered into the procurement record pursuant to section one hundred sixty-three of the NYS Finance Law; or
- Complaints of alleged improper conduct in a governmental procurement conducted by the Authority to the State Comptroller's Office;
- Communications between offerers and the Authority that solely address the determination of responsibility by the Authority of an offerer;
- Complaints by minority-owned business enterprises or women-owned business enterprises, certified as such by the Division of Minority and Women's Business Development, to the Minority and Women-Owned Business Enterprise Statewide Advocate concerning the Authority's failure to comply with the requirements of section three hundred fifteen of the NYS Executive Law;
- Communications between the Minority and Women-Owned Business Enterprise Statewide Advocate and the Authority in furtherance of an investigation of the Minority and Women-Owned Business Enterprise Statewide Advocate pursuant to section three hundred twelve-a of the NYS Executive Law;
- Communications between the Authority and offerers that provide information to offerers regarding the status of the review, oversight, or approval of a procurement that has been submitted to or is under review by the Authority.

No offerer shall attempt to influence the Authority procurement in a manner that would result in a violation or an attempted violation of subdivision five of section seventy-three or section seventy-four of the NYS Public Officers Law, or of other applicable ethics code provisions that are equivalent to subdivision five of section seventy-three or section seventy-four of the NYS Public Officers Law where the public officials that are involved in the governmental procurement are not subject to subdivision five of section seventy-three or section seventy-four of the NYS Public Officers Law.

Violations of contact restrictions shall include any contacts during the restricted period of a governmental procurement between the offerer and any member, officer or employee of any governmental entity other than the Authority; provided, however, that nothing herein shall be deemed to prohibit an offerer from communicating with a member of the state legislature or legislative staff about a governmental procurement being conducted by the Authority, provided that the member of the state legislature or legislative staff is acting in his or her official capacity.

Alleged violations of this policy regarding permissible contacts must be reported to the appropriate Authority officer and investigated immediately. If sufficient cause exists to believe that such allegation is true, the investigating Authority officer shall give the offerer reasonable notice that an investigation is ongoing and an opportunity to be heard in response to the allegation.

A finding that an offerer has knowingly and willfully violated the provisions of New York State's State Finance Law Sections 139-j and/or 139-k shall result in a determination of non-responsibility for such offerer, and such offerer and its subsidiaries, and any related or successor entity with substantially similar function, management, board of directors, officers and shareholders (hereinafter, for the purposes of this paragraph "offerer"), shall not be awarded the procurement contract, unless the Authority finds that the award of the procurement contract to the offerer is necessary to protect public property or public health or safety, and that the offerer is the only source capable of supplying the required article of procurement within the necessary timeframe, provided, that the Authority shall include in the procurement record a statement describing the basis for such a finding.

Any subsequent determination of non-responsibility due to violation of these requirements within four years of a determination of non-responsibility resulting from a previous violation of the requirements of New York State Finance Law section 139-j or 139-k shall result in the offerer being rendered ineligible to submit a proposal on or be awarded any procurement contract for a period of four years from the date of the second final determination.

All offerers are required to disclose any prior findings of non-responsibility due to violations of York State's State Finance Law Sections 139-j and/or 139-k within the previous four years by any governmental entity (other than the Authority). The failure of offerers to timely disclose accurate and complete information or otherwise cooperate with the Authority in administering this provision shall be considered by the Authority in its determination of responsibility; provided, further, that the Authority shall not award a contract to an offerer who fails to timely disclose accurate and complete information or otherwise cooperate with the Authority in administering this provision unless it finds that the award of the procurement contract to the offerer is necessary to protect public property or public health or safety, and that the offerer is the only source capable of supplying the required article of procurement within the necessary timeframe, provided, that the Authority shall include in the procurement record a statement describing the basis for such a finding.

Upon a determination of non-responsibility or debarment due to a violation of these provisions, the Authority is required to notify the Office of General Services, which maintains a list of all offerers who have been determined to be non-responsible bidders or debarred due to violations of the requirements of York State's State Finance Law Sections 139-j and/or 139-k.

Moreover, the statutes require the Authority to obtain certain affirmation and certifications from bidders and proposers. This **SCHEDULE** contains the forms to comply, with additional information and instructions.

Designated Point of Contact for this project is _____.

**COMPLIANCE WITH
NYS STATE FINANCE LAW §§139-j AND 139-k**

DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

Instructions:

New York State Finance Law §139-k (2) obligates the Authority to obtain specific information regarding prior non-responsibility determinations. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9) or New York State Executive Order 127. In accordance with State Finance Law §139-k, an offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (1) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity.

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with New York State law, no procurement contract shall be awarded to any offerer that fails to timely disclose accurate or complete information under this section, unless the factual elements of the limited waiver provision can be satisfied on the written record.

THE FORM IS ON THE NEXT PAGE.

**COMPLIANCE WITH
NYS STATE FINANCE LAW §§139-j AND 139-k**

DISCLOSURE OF PRIOR NON-RESPONBILITY DETERMINATIONS

Name of Bidder/Proposer: _____

Address: _____

Name and title of person submitting this Form: _____

Has any governmental entity* made a finding of non-responsibility regarding
The Bidder/Proposer in the previous four years? No Yes

If yes: Was the basis for the finding of the Bidder's/Proposer's non-responsibility due to
a violation of State Finance Law §139-j? No Yes

Was the basis for the finding of the Bidder's/Proposer's non-responsibility due
to the intentional provision of false or incomplete information to a governmental entity?
No Yes

If yes, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Year of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility: _____

_____ (add additional pages as necessary)

Has any governmental entity terminated a procurement contract with the Bidder/
Proposer due to the intentional provision of false or incomplete information?
No Yes

*A "government entity" is: (1) any department, board, bureau, commission, division, office, council, committee or officer of New York State, whether permanent or temporary; (2) each house of the New York State Legislature; (3) the unified court system; (4) any public authority, public benefit corporation or commission created by or existing pursuant to the public authorities law; (5) any public authority or public benefit corporation, at least one of whose members is appointed by the governor or who serves as a member by virtue of holding a civil office of the state; (6) a municipal agency, as that term is defined in paragraph (ii) of subdivision (s) of section one-c of the Legislative Law; or (7) a subsidiary or affiliate of such a public authority. (SFL §139-j, paragraph 1.a.).

**COMPLIANCE WITH
NYS STATE FINANCE LAW §§139-j AND 139-k**

BIDDER'S/PROPOSER'S AFFIRMATION AND CERTIFICATION

By signing below, the Bidder/Proposer:

- (a) Affirms that the Bidder/Proposer Understands and agrees to comply with the policy regarding permissible contacts in accordance with State Finance Law Sections 139-j and 139-k of New York State.
- (b) Certifies that all information provided to the Authority with respect to State Finance Law §139-j and §139-k is complete, true and accurate.

By: _____
(Signature of Person Certifying)

Date: _____

Print Name: _____

Print Title: _____

Bidder/Proposer or
Contractor/Consultant: _____
(Full Legal Name)

Address: _____

Business
Telephone Number: _____

THE AUTHORITY'S RIGHT TO TERMINATE

The Authority reserves the right to terminate a Contract in the event it is found that the certification filed by the Contractor/Consultant as Bidder/Proposer (offerer), in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Contractor/Consultant in accordance with the written notification terms of the Contract.